

Roll Call

ROLL CALL ORDER FOR MEETING OF December 29, 2023

Cavanagh, Wethal, Farber, Jones, Sprank, Resnick, Roussell

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CITY OF DUBUQUE, IOWA
CITY COUNCIL MEETING
Historic Federal Building: 350 W. 6th Street -
Second-Floor Council Chambers.
This meeting will not be broadcast.
December 29, 2023

SPECIAL SESSION

12:00 PM

ACTION ITEMS

These are items where discussion is held by the City Council - public comments are not allowed except as authorized by the Mayor.

1. 911 Emergency Communications Center Agreement

City Manager recommending approval of the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board.

RESOLUTION Approving the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board

Suggested Disposition: Receive and File; Adopt Resolution(s)

ADJOURNMENT

The agenda with supporting documents may be accessed at www.cityofdubuque.org or at the City Clerk's Office, 50 W. 13th Street, during regular business hours.

This notice is given pursuant to Chapter 21, Code of Iowa, and applicable local regulations of the City of Dubuque, Iowa and/or governmental body holding the meeting.

Written comments regarding the above items may be submitted to the City Clerk's Office, 50 W. 13th St., Dubuque, IA 52001, before or at said time of meeting.

Individuals with limited English proficiency, vision, hearing or speech impairments or requiring special assistance should contact the City Clerk's Office as soon as feasible at (563) 589-4100,

ctyclerk@cityofdubuque.org . Deaf or hard-of-hearing individuals can use Relay Iowa by dialing 711 or (800) 735-2942.

City of Dubuque
Special Meeting - No Broadcast **Roll Call # 0**
Info

ITEM TITLE:

SUMMARY:

Cavanagh, Wethal, Farber, Jones, Sprank, Resnick, Roussell

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**SUGGESTED
DISPOSITION:**

City of Dubuque
Special Meeting - No Broadcast **Action Items # 01.**
Info

ITEM TITLE: 911 Emergency Communications Center Agreement
SUMMARY: City Manager recommending approval of the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board.

RESOLUTION Approving the Dubuque County Public Safety Answering Point Agreement between the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board

SUGGESTED DISPOSITION: Suggested Disposition: Receive and File; Adopt Resolution(s)

ATTACHMENTS:

Description	Type
MVM Memo	City Manager Memo
Resolution	Resolutions
Agreement	Supporting Documentation
Dubuque County Resolution	Supporting Documentation
Powerpoint Presentation	Supporting Documentation
7900 Chavenelle Road Building Layout and PSAP Floor Plan	Supporting Documentation



TO: The Honorable Mayor and City Council Members

FROM: Michael C. Van Milligen, City Manager

SUBJECT: 911 Emergency Communications Center Agreement

DATE: December 28, 2023

Over 30 years ago, the City of Dubuque, Dubuque County, and the Dubuque County 911 Service Board entered into a 28E Agreement to form a county-wide centralized 911 Emergency Communication Center. The 911 Service Board is established by the Iowa Code 34A and is the governing group overseeing 911 surcharge revenue and expenses and other duties.

The 28E agreement put the new center as a department of the City of Dubuque and created a 5 member Public Safety Committee, which consists of the Dubuque County Sheriff, City of Dubuque Chief of Police, City of Dubuque Fire Chief, a representative of the Dubuque County Fire Association (Volunteer Fire Departments) and a representative of the Police Departments in other municipalities in Dubuque County.

At that time, it was determined that the City of Dubuque would pay 2/3 of the expenses and Dubuque County would pay 1/3 of the expenses. The other incorporated cities in the county were not required to contribute as it was considered at the time that their share of the expenses were covered by the 1/3 paid by Dubuque County. There is also a contribution from the 911 surcharge. The City of Dyersville did not originally participate, but they do participate today. Dubuque County pays 100% of major capital improvements.

There were two major deficiencies in the original funding agreement. First, none of the city administrative expenses were considered in the formula to split costs. The city spends a significant amount of time in places like the City Attorney's Office, the Human Resources Department, the Finance Department, and the City Manager's Office administering this operation.

The other major deficiency is that currently Dubuque County places their share of the contribution on the General County Levy. Since residents of the City of Dubuque are also residents of Dubuque County, they contribute to both the City of Dubuque 2/3 contribution and the Dubuque County 1/3 contribution. Therefore, City of Dubuque residents are actually paying 86% of the operating costs of the 911 Center.

In 2010 the partners began looking at the inadequate existing 911 facilities and the potential exposure to natural disasters, like flooding. Subsequently, a study was done on the costs to build a new facility. While those estimates have not been recently updated it is believed the current costs could approach \$20 million to build a new facility.

Dubuque County has been leading the effort to find an existing building that could be renovated at a cheaper cost. After years of touring facilities, they have found one.

The building at 7900 Chavenelle Road was the previous home of Medline, who built a new facility. It is now owned by Dubuque Initiatives. It will house a Dubuque Community Y Childcare Center, the City of Dubuque Information Technology Department, and information technology infrastructure and the Dubuque County information technology infrastructure.

There is 7600 square feet available to replace the current 450 square foot home of the 911 Center.

Dubuque County would like to purchase this 7600 square feet through a condominium agreement but lacks adequate funds to finance the \$5 million move of the 911 Center.

This agreement would have the City provide \$2.5 million, not to exceed 50% of the costs, to help Dubuque County finance the move.

The share of operational costs would change going forward from the existing 1/3 County, 2/3 City, to 50% County, 50% City. The City would also be able to begin claiming direct administrative overhead costs in the 50/50 shared expense formula.

The agreement also acknowledges the desire to become a regional 911 Center in the future and the possibility of the State of Iowa authorizing counties to implement a special property tax levy to fund these types of combined 911 Centers thereby bringing in additional revenue to defray what portion would need to be split 50/50.

Funding for the City's portion of any expenses related to this agreement has been identified by reprioritizing some capital expenditures related to projects in the Dubuque Industrial Center, using both ARPA funding and other revenue sources.

I want to offer my sincere appreciation to Dubuque County Board of Supervisors Chair Harley Pothoff, Dubuque County Sheriff Joe Kennedy, Dubuque County Emergency Management Director Tom Berger, City Attorney Crenna Brumwell, along with the Dubuque Initiatives Board of Directors, represented by Greater Dubuque Development Corporation Strategic Initiatives Consultant Dave Lyons for their efforts to make this happen.

I respectfully recommend Mayor and City Council approval of this agreement.


Michael C. Van Milligen

MCVM:sv

Attachment

cc: Crenna Brumwell, City Attorney
Cori Burbach, Assistant City Manager
Harley Pothoff, Dubuque County Board of Supervisors Chair
Tom Berger, Dubuque County Emergency Management Director
Joe Kennedy, Dubuque County Sheriff
Dave Lyons, Greater Dubuque Development Corporation Strategic Initiatives
Consultant
Amy Scheller, Fire Chief
Jeremy Jensen, Chief of Police

RESOLUTION NO. _____-23

APPROVING THE DUBUQUE COUNTY PUBLIC SAFETY ANSWERING POINT AGREEMENT BETWEEN THE CITY OF DUBUQUE, DUBUQUE COUNTY, AND THE DUBUQUE COUNTY 911 SERVICE BOARD

WHEREAS, as described in Iowa Code 34A.3, the Board of Supervisors of each county maintains the 911 service board which includes the City and describes the roles, duties, responsibilities, and obligations of the Parties to one another;

WHEREAS, the County, the City, and the 911 Board partner to provide emergency communication services to incorporated and unincorporated areas in Dubuque County; and

WHEREAS, the County, the City, and the 911 Board wish to memorialize the roles and responsibilities of each partner efficiently and clearly within this partnership.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUBUQUE, IOWA, AS FOLLOWS:

1. The City of Dubuque hereby consents to the Dubuque County Public Safety Answering Point Agreement between the City, Dubuque County, and the Dubuque County 911 Service Board, which is attached hereto.
2. The Mayor is authorized and directed to execute the Dubuque County Public Safety Answering Point Agreement on behalf of the City of Dubuque.

Passed, approved, and adopted this _____ day of _____, 2023.

Brad M. Cavanagh, Mayor

Attest:

Adrienne N. Breitfelder, City Clerk

DUBUQUE COUNTY PUBLIC SAFETY ANSWERING POINT AGREEMENT

This Agreement (the "Agreement"), made and entered into by and between Dubuque County, Iowa (the "County"), the City of Dubuque, Iowa (the "City"), a municipal corporation in Dubuque County, Iowa, and the Dubuque County 911 Service Board (the "911 Board") (collectively, the "Parties").

WHEREAS, as described in Iowa Code 34A.3, the Board of Supervisors of each county maintains the 911 service board which includes the City and describes the roles, duties, responsibilities, and obligations of the Parties to one another;

WHEREAS, the County, the City, and the 911 Board partner to provide emergency communication services to incorporated and unincorporated areas in Dubuque County; and

WHEREAS, the County, the City, and the 911 Board wish to memorialize the roles and responsibilities of each partner efficiently and clearly within this partnership.

THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

SECTION 1. DEFINITIONS.

911 Systems: Defined by Iowa Administrative Code Chapter 10 911 Telephone Systems for the development, installation, and operation of 911 emergency telephone systems and to provide a mechanism for the funding of these systems, either in whole or in part. These systems shall be operated under governmental management and control for the public benefit. These rules shall apply to each joint 911 service board or alternative 28E entity as provided in Iowa Code Chapter 34A and to each provider of 911 service.

Administrative Overhead: The cost of all activities relating to general management and administration by the organization. It is represented by cost of shared services, infrastructure cost, and general management cost paid as a percent calculation as opposed to a direct administrative support calculation.

Applications on Premise: Any software applications that are required to operate the core functionality of the PSAP.

Applications off Premise: Any software applications that are used to support the PSAP but may not be required for core functionality and may be hosted in a 3rd party SaaS or Cloud environment.

Capital Improvements:

- a. Major Capital Improvements. All expenditures for purchases of additional or replacement furniture, machinery, or equipment, and for any relocation, structural change, upgrade, enhancement, or restoration of some aspect of the PSAP that will

enhance the PSAP's overall value, increase its useful life, or adapt it to one or more new uses, where the cost of such expenditure is equal to or more than \$100,000, subject to an annual CPI adjustment, and the depreciable life of the of the applicable item(s) is, according to generally accepted accounting principles, in excess of one year.

b. Minor Capital Improvements. All expenditures for purchases of additional or replacement furniture, machinery, or equipment, and for any relocation, structural change, upgrade, enhancement, or restoration of some aspect of the PSAP that will enhance the PSAP's overall value, increase its useful life, or adapt it to one or more new uses, where the cost of such expenditure is less than \$100,000, subject to an annual CPI adjustment, and the depreciable life of the of the applicable item(s) is, according to generally accepted accounting principles, equal to or less than one year.

City: The City of Dubuque, Iowa and its respective law enforcement, fire, and public safety departments and employees.

City Manager: The City Manager of the City of Dubuque.

Core Functionality of the PSAP: System (applications, telecommunications and end point connectivity) required for 911 system PSAPs to answer wireline, wireless, and VOIP emergency calls, as well as Text-to-911 for the PSAP geographical area meeting or exceeding standards as defined in within Iowa Code § 34A-10.

County: The County of Dubuque County, Iowa and its respective law enforcement, and public safety departments and employees.

Direct Administrative Support Costs: Costs, outside of general operating costs, incurred by the City to administer, operate, and maintain the PSAP that are documented and invoiced to the PSAP. For example, city attorney time, city manager time, human resources time, etc.

Dubuque County Public Safety Answering Point (PSAP): The location at which the coordinating and operating of professional dispatching of public safety services in Dubuque County occurs.

Eligible Surcharge Costs: Costs of 911 emergency communications in Dubuque County and incurred by the 911 Board eligible for payment using Surcharge funds as authorized in Iowa Code Chapter 34A, including but not limited to nonrecurring and recurring costs directly attributable to the receipt and disposition of 911 calls. Eligible Surcharge Costs do not include expenditures for any other purpose, and specifically exclude costs attributable to other emergency services or expenditures for buildings or personnel, except for the costs of personnel for database management and personnel directly associated with addressing.

Ineligible Surcharge Costs: Costs of 911 emergency communications in Dubuque County and incurred by the 911 Board that may not be paid using funds obtained from the Surcharge funds as authorized in Iowa Code Chapter 34A.

Dubuque County 911 Service Board (911 Board): The governing body created by Iowa Code Section 34A.3 and maintained locally in Dubuque County to carry out the powers and duties set forth in Iowa Code Section 34A.3.

Operating Costs: Costs related to the operation of the 911 emergency communications in Dubuque County and the Dubuque County Public Safety Answering Point (PSAP) including, but not limited to Ineligible Surcharge Costs, Personnel Costs, utilities, condominium fees, Direct Administrative Support Costs, and the costs of resources to maintain and upgrade the existence of emergency communications costs in Dubuque County, excluding capital expenditures, building lease purchase costs, and administrative overhead.

Personnel Costs: All personnel costs, including all benefits, wages, applicable taxes, and all other expenses relating to PSAP personnel, excluding those which are an Eligible Surcharge Costs pursuant to Iowa Code Chapter 34A. This shall include but is not limited to the actual time documented and spent by City employees related to the implementation and servicing of this Agreement, without the inclusion of any administrative overhead.

Program Manager: The 911 program manager appointed by the Director of the Iowa Department of Homeland Security and Emergency Management pursuant to Iowa Code § 34A.2A.

Public Safety Answering Point or "PSAP": A 24-hour, state, local, or contracted communications facility, which has been designated by the local service board to receive 911 service calls and dispatch emergency response services in accordance with the E911 service plan and as further defined in Iowa Administrative Code Chapter 10, 911 Telephone Systems.

Public Safety Answering Point Manager (PSAP Manager): A City employee hired by the City Manager and designated as the head of operations and management of the PSAP and its staff. This may also be referred to as the Emergency Communications Director.

Public Safety Committee: A five-person committee, as more fully described in Section 6.2 hereof, responsible for jointly advising the City Manager in managing and administering operations at the Dubuque County PSAP.

Surcharge: The emergency communications service and wireless surcharges established by the Program Manager in accordance with Iowa Code Section 34A.7A and the wireline 911 service surcharge set by the 911 service area operating authority and assessed on each wire-line access line which physically terminates within the 911 service area in accordance with Iowa Code Section 34A.7.

SECTION 2. PURPOSE. The PSAP is hereby established so as to gain economy of operations while maintaining, improving, and coordinating the professional dispatching of public safety services in the County. The PSAP operations shall be maintained by the City of Dubuque and shall provide dispatch and communications services to all public law enforcement agencies within the County, to the public volunteer and public paid fire departments within the County, and to all public emergency ambulance services with a dedicated 911 service area within the County.

SECTION 3. PLACE OF OPERATION. The PSAP shall be housed at a location designated by the City Manager with input from the County and the Public Safety Committee.

SECTION 4. COMMENCEMENT OF OPERATIONS. The organization and implementation of the PSAP shall commence upon execution of this Agreement by the Parties.

SECTION 5. DURATION. The duration and existence of this Agreement shall be continuous, until terminated as hereinafter provided.

SECTION 6. PUBLIC SAFETY ANSWERING POINT PSAP.

6.1 A separate and distinct City of Dubuque "911 PSAP Department for Dubuque County" shall exist within the organization and budget of the City.

6.2 Public Safety Committee. To manage, administer, and advise the City Manager on the management and administration of the PSAP there is hereby established a five-member Public Safety Committee.

A. The Public Safety Committee is composed of:

1. The Dubuque County Sheriff;
2. The City of Dubuque Fire Chief;
3. The City of Dubuque Police Chief;
4. A representative of the other law enforcement agencies within Dubuque County, as appointed by the highest-ranking members of each law enforcement agency who will collectively choose a single representative; and
5. A representative from the Dubuque County Firefighters Association, as appointed by the Dubuque County Firefighters Association.

B. The County Sheriff, City of Dubuque Fire Chief, and City of Dubuque Police Chief shall each designate an alternate from their agency to act on their behalf when the County Sheriff, City of Dubuque Fire Chief, or City of Dubuque Police Chief is

unable to attend Public Safety Committee meetings. The term of these alternates shall be one (1) year beginning July 1 each year. Alternates may be appointed to successive terms.

- C. The terms of the representative of the other law enforcement agencies and designated alternates shall be one (1) year beginning July 1 each year. The terms of the representative of the Dubuque County Firefighters Association and designated alternates shall be one (1) year beginning July 1 of each year. These representatives and their alternates may be appointed to successive terms.

6.3 The Public Safety Committee shall be responsible all for all duties established under Iowa Code Chapter 34A on behalf of the Dubuque County 911 Service Board and meet as necessary, but at least quarterly, to provide direction and oversight for the effective operation of the PSAP.

6.4 The initial Chairperson of the Public Safety Committee shall be the chair at the time this Agreement is executed. Thereafter, the position of Chairperson shall rotate between the members of the Public Safety Committee on an annual basis from July 1st of each year. The Chairperson shall cause minutes of the Public Safety Committee meetings to be prepared and distributed to the City Manager, Public Safety Committee members, 911 Board, and heads of all public safety agencies in Dubuque County.

6.5 The Public Safety Committee shall advise the City Manager as the City Manager carries out the duty to select the PSAP Manager.

6.6 All operations, administration, personnel management, accounting, and information technology related to PSAP operations shall be the responsibility of the City.

6.7 All operational administrative, personnel, accounting, information technology, budgetary and procurement policies of the City shall govern the PSAP in its operations and activities.

SECTION 7. PSAP MANAGER AND STAFF.

7.1 The day-to-day operation of the PSAP shall be under the direction and management of the PSAP Manager. The PSAP Manager shall have the responsibility to direct and control all dispatchers and operations of the PSAP subject to:

- A. the operating procedures established by the City Manager with the advice of the Public Safety Committee;
- B. the policies and procedures of the City;
- C. the purposes of the PSAP; and
- D. all applicable laws, rules, regulations, and ordinances.

7.2 The PSAP Manager shall be appointed and/or removed by the City Manager. The PSAP Manager shall recommend to the City Manager the appointment of all Lead Dispatchers, dispatchers, and other employees. The PSAP Manager shall involve the Public Safety Committee in the process of creating recommendations for the appointment of Lead Dispatchers, dispatchers, and other employees. The PSAP will follow all hiring and firing procedures established by the City.

SECTION 8. CITY EMPLOYEES. The PSAP Manager and other people assigned to the PSAP shall be employees of the City. Payroll and terms of employment shall be administered by the City. The wage scale shall be determined by the City Manager and amended during the annual City budget process.

SECTION 9. PSAP RELOCATION.

A. The parties agree the PSAP is to be relocated to 7900 Chavenelle Road, Dubuque, Iowa, a portion of which the County is purchasing from Dubuque Initiatives. The County lease purchase of 7900 Chavenelle Road is the sole expense of the County.

B. The City will provide a one-time contribution as outlined in Section 10.2 towards the acquisition, renovation, relocation and initial capital improvements involved in moving the PSAP from the Dubuque City/County Law Enforcement Center to 7900 Chavenelle Road.

C. The Public Safety Committee and the City shall be included in the design and planning for the renovation and construction related to relocation of the PSAP from the Dubuque Law Enforcement Center to 7900 Chavenelle Road. The final design for the relocated PSAP must be approved by the City and County.

D. As the PSAP is relocated to the new facility and the purchase of a new CAD system moves forward, the parties agree to coordinate efforts toward regionalization and positioning the PSAP to be a regional center. The purchase of a new CAD system is not subject to this Agreement.

SECTION 10. FINANCING.

10.1 The cost shares of the City and the County, the method of payment, special financing arrangements, and ownership of property shall be as follows.

A. Operations. The City shall operate the PSAP.

B. Eligible Surcharge Costs. Eligible Surcharge Costs will be paid from the Surcharge fund. The Parties acknowledge the proceeds of the Surcharge may fail to cover all Eligible Surcharge Costs.

C. Eligible Surcharge Costs Exceeding the Surcharge. Eligible Surcharge Costs which exceed the amount of money available in the Surcharge fund will be

shared by the City and County in an even split where fifty percent (50%) is allocated to each.

D. Ineligible Surcharge Costs. Ineligible costs are those not covered by the Surcharge under Iowa Code Chapter 34A.7 and 34A.7A. Beginning in FY25 (July 1, 2024) the County and City will share these costs in an even split where fifty percent (50%) is allocated to each.

E. Operating Costs. All Operating Costs, shall be paid by the City and shall be subject to the same cost sharing as any other Ineligible Surcharge Costs.

F. Other Expenses. Equipment, furniture, software, network connectivity infrastructure, data management, security, and maintenance costs of facilities for sole use by the City or sole use by the County will be entirely paid for by the governmental agency which uses such equipment, furniture, software, network connectivity infrastructure, data management, security, or maintenance.

G. Major Capital Improvements. Major Capital Improvements will be approved by the Public Safety Committee, the City, and the County and paid 100% by the County, which could involve the issuance of debt by the County at the County's discretion.

H. Minor Capital Improvements. Minor Capital Improvements will be identified in the City budget approved by the City Council and shared by the City and County in an even split where fifty percent (50%) is allocated to each.

10.2 Financial Agreement. The following one-time arrangement was negotiated between the City and the County as part of this Agreement, due to the County purchasing and providing a new location for the PSAP.

A. Relocation/Capital Improvement Costs.

1. The City will provide a one-time contribution, up to \$2.5 million (not to exceed 50% of the actual and reasonable costs) towards the acquisition, renovation, relocation and initial capital improvements involved in moving the PSAP from the Dubuque City/County Law Enforcement Center to 7900 Chavenelle Road, Dubuque, Iowa.

2. This one-time contribution toward relocation and initial capital improvements is not a commitment by the City to share in any future Major Capital Improvements.

B. Operating Costs.

1. The City and the County will cost share beginning July 1, 2024 (FY25) the Operating Costs in an even split with each responsible for fifty percent (50%) as described elsewhere in this Agreement.

2. The Direct Administrative Support Costs portion of the financial split outlined above shall be paid retrospectively, i.e. Fiscal Year 25 Direct Administrative Support Costs will be submitted for payment according to the financial split in Section 10 in Fiscal Year 26, the Fiscal Year 26 Direct Administrative Support Costs will be submitted for payment in Fiscal Year 27, and so on.

3. In the event the Direct Administrative Support Costs from the previous fiscal year exceeded \$50,000, increased by CPI each year, in any given fiscal year the parties may convene at the request of the County for consultation on cost control.

4. In the event the General Assembly passes legislation authorizing such an EMA levy and the legislation is signed into law, then the cost share outlined in Section 10.3 shall be implemented.

10.3 Creation of Additional County Levy Authorization by State. Any new Iowa legislation authorizing a new local countywide levying authority for PSAP funding will be implemented by the County and the funding shall be used to reduce the City and County contributions toward the cost share of remaining Operating Costs and Minor Capital Improvement costs.

The parties agree to reconvene and amend this Agreement upon the passage of any new Iowa legislation authorizing:

- A. A new local countywide levying authority for PSAP funding, or
- B. Regionalization of the 911 Systems by the State of Iowa.

The County and City may use any and all financial options available to them to provide the funding for the PSAP.

SECTION 11. BUDGET PREPARATION. As long as the PSAP is under the administrative control of the City Manager as a department of the City of Dubuque, the annual operating budget shall be prepared by the PSAP Manager. The budget will then be submitted to the City Manager in the format requested and according to the City's budget submission schedule and process for consideration by the City Council. The budget approved by the City Council will be provided to the County and the 911 Service Board by the City Manager. The 911 Service Board Budget Director will submit the budget and meet all requirements of the State of Iowa Department of Management to certify the 911 surcharge budget annually.

SECTION 12. PSAP EQUIPMENT AND NATIONAL CRIME INFORMATION CENTER COMPUTER OR ANY IOWA COMPUTER CONTAINING CRIMINAL HISTORY DATA.

12.1 The PSAP Manager will maintain access to the National Crime Information Center (NCIC) and to Iowa criminal history data. Computers with access to criminal history information must comply with the terms and conditions of the Iowa Criminal Computer Criminal History Data (ICCCHD) 28E agreement with the State of Iowa. Control and supervision of such computers and use of criminal history data will fall under the jurisdiction of the PSAP Manager and shall comply with the terms of the NCIC and the ICCCHD 28E Agreement with the State of Iowa.

12.2 The PSAP Manager will maintain access, operation and connectivity to State of Iowa Next Generation 911 shared call taking system including but not limited to call processing equipment, network transport services and Geographic Information System data and maps.

12.3 The PSAP Manager will maintain cybersecurity solutions per security best practices with protocols created to protect emergency callers and first responders.

12.4 Nothing in this Section 12 affects the Public Safety Committee's authority and responsibilities outlined under this Agreement or the Iowa Code.

SECTION 13. TERMINATION.

13.1 Termination of the operations of the PSAP established by this Agreement shall be effective at the beginning of the next fiscal year following twelve (12) months written notice of withdrawal given by any of the Parties to this Agreement to the other Parties.

13.2 Termination shall not relieve the County, City, or 911 Board of any financial obligation incurred before the effective termination date, under the terms of this Agreement.

13.3 Any and all equipment, furniture, and other items relocated to the new PSAP remains the property of the entity which originally purchased the items.

13.4 The Committee shall not be dissolved when there remains any unresolved expenses incurred by the PSAP, any undistributed equipment or furniture of the PSAP, or any open issues related to the dissolution of this Agreement.

SECTION 14. AMENDMENTS. The terms of this Agreement shall be amended only upon approval of any proposed amendment by resolution of the County, City, and 911 Board.

SECTION 15. SEVERABILITY. If any provision of this Agreement or the application thereof to any person, entity, or circumstance is held invalid by a court of competent jurisdiction, such invalidity shall not affect other provision or application of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are declared to be severable.

SECTION 16. INDEMNIFICATION. The County releases the City and the City releases the County including all elected and appointed officials, all its employees, agents, and volunteers, all its boards, commissions, and/or authorities and their board members, employees, agents, and volunteers, from any liability associated with implementation of this Agreement arising from each parties negligence and the parties agrees to indemnify and hold harmless the other and its governing body members, officers, agents, and employees against any loss, damage, or claim arising from each parties negligence in implementation of this Agreement.

SECTION 17. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding between the Parties. Execution of this Agreement expressly terminates the prior 28E Agreement executed and entered into by the Parties on July 1, 1991, and revised in September 2000 and July 2001.

SECTION 18. GOVERNING LAW. This Agreement is subject to and governed by the laws of the State of Iowa. The District Court in and for Dubuque County, Iowa is the exclusive venue for any disputes arising from this Agreement and the Parties hereby irrevocably consent to the jurisdiction of said court.

SECTION 19. DISPUTE RESOLUTION.

19.1 The Parties to this Agreement will attempt in good faith to resolve any dispute or claim arising out of or in relation to this Agreement through negotiations between a designated individual from each of the Parties with authority to settle the relevant dispute. If the dispute cannot be settled amicably within thirty (30) days from the date on which either Party has served written notice of dispute on the other, then the remaining provisions of this Section will apply.

19.2 If a dispute or claim arising out of or in relation to this Agreement or the performance of any of the terms of this Agreement cannot be resolved by negotiations between the Parties, such matter or matters will be resolved through voluntary arbitration, applying the following rules and procedures:

- A. Arbitration will be held in Dubuque, Iowa;
- B. The arbitration will be heard by one (1) arbitrator mutually selected by the Parties; and
- C. The arbitration will be heard under the rules of the American Arbitration Association.

SECTION 20. ASSIGNMENT. The Parties each are hereby bound, and the partners, successors, executors, administrators, and legal representatives are hereby bound to the other parties to the Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement. Any assignment or attempt at an assignment made without prior written consent of the Parties shall be void.

SECTION 21. FORCE MAJEURE. A party shall be excused from its obligations under this Agreement if and to the extent and during such time as the party is prevented, impeded, or hindered, unable to perform its obligations or is delayed in doing so due to events or conditions outside of the party's reasonable control and after the party has taken reasonable steps to avoid or mitigate such event or its consequences (each a "Force Majeure Event") including, without limitation in any way, as the result of any acts of God, war, fire, or other casualty, riot, civil unrest, extreme weather conditions, terrorism, strikes and/or labor disputes, pandemic, epidemic, quarantines, government stay-at-home orders, municipal and other government orders, failure of Internet, or other matter beyond the control of such party. Upon the occurrence of a Force Majeure Event, the party incurring such Force Majeure Event will promptly give notice to the other party identifying the Force Majeure Event, explaining how it impacts performance and the estimated duration, identifying the relief requested, agreeing to limit damages to the other party and to immediately resume performance upon termination of the Force Majeure Event, and agreeing to supplement the notice as more information becomes available, and thereafter the parties shall meet and confer in good faith in order to identify a cure of the condition affecting its performance as expeditiously as possible. No obligation to make a payment required by this Agreement is excused by a Force Majeure Event. The nonperforming party shall not be entitled to any damages or additional payments of any kind for any such delay.

SECTION 22. WAIVER. The failure of any party to enforce any right or provision in this Agreement will not constitute a waiver of the same or other right or provision thereof, and no waiver shall be effective unless made in writing.

SECTION 23. BINDING EFFECT. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

SECTION 24. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All such counterparts shall constitute one instrument.

SECTION 25. NOTICES. Any notice required by this Agreement shall be in writing, and sent to the following:

Dubuque County:

Dubuque County
Attn: Board of Supervisors, Chair
720 Central Avenue
Dubuque, IA 52001

Dubuque County Attorney
720 Central Avenue, 4th Floor
Dubuque, IA 52001

City of Dubuque:

City Manager

50 W. 13th Street
Dubuque, IA 52001

City Attorney
300 Main Street, Suite 330
Dubuque, IA 52001

Dubuque County 911 Service Board: Dubuque County 911 Service Board
Attn: Tom Berger, Chair
14928 Public Safety Way
Dubuque, IA 52002

SECTION 26. ADOPTION. It is hereby mutually agreed that this Agreement shall have full force and effect upon the last of the following to occur: passage of a resolution by the Board of Supervisors of Dubuque County approving this Agreement and authorizing and directing the Chairperson of the Board of Supervisors to sign the same; upon passage of a resolution by the City Council of the City of Dubuque approving this Agreement and authorizing and directing the Mayor to sign the same; and upon passage of a resolution by the Dubuque County 911 Service Board approving this Agreement and authorizing and directing the Chairperson to sign the same.

DUBUQUE COUNTY, IOWA

By: 
Harley Pothoff, Chairperson
Board of Supervisors

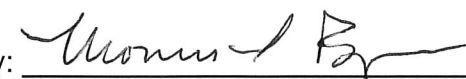
Date: 12/27/2023

CITY OF DUBUQUE, IOWA

By: _____
Brad Cavanagh, Mayor
City Council

Date: _____

DUBUQUE COUNTY 911 SERVICE BOARD

By: 
Thomas I. Berger, Chairperson
Dubuque County 911 Service Board

Date: 12/27/2023

Adopted: _____

RESOLUTION 23- 229

- WHEREAS Dubuque County has been a longtime leader and partner in ensuring that Dubuque County residents have around the clock access to 911 dispatch and emergency response service in times of need; and
- WHEREAS Iowa Code 34A.3 calls for each County to maintain a joint 911 service board; and
- WHEREAS Dubuque County, the Dubuque County 911 Service Board, and the City of Dubuque have partnered together under the Dubuque County Public Safety Communications Center Agreement, dated September, 2000 to maintain and operate the Public Safety Answering Point (PSAP) at the Dubuque Joint Law Enforcement Center at 770 Central Avenue in Dubuque.
- WHEREAS Dubuque County, the Dubuque County 911 Service Board, and the City of Dubuque have determined that PSAP services for the public would be improved by adoption of a new, revised framework to maintain and operate the PSAP under a new Dubuque County Public Safety Answering Point Agreement; and
- WHEREAS the Dubuque County Public Safety Answering Point Agreement calls for the PSAP to relocate to 7900 Chavenelle Road in Dubuque.

NOW THEREFORE BE IT RESOLVED that the Dubuque County Board of Supervisors approves of the revised Dubuque County Public Safety Answering Point Agreement, and authorizes the Chair to sign the Agreement.

Resolution adopted this 27th day of December, 2023.


Harley V. Pothoff, Chair
Dubuque County Board of Supervisors

ATTEST:


Kevin Dragotto, Dubuque County Auditor

Mike Van Milligen

From: Tom Berger <Tom.Berger@DBQCOEMA.COM>
Sent: Wednesday, December 27, 2023 7:03 PM
To: Mike Van Milligen; Ed Raber; Jessica George; denise.dolan911@outlook.com
Subject: FW: Powerpoint
Attachment: 2023-1227 911 Service Board Presentation.ppt

Caution! This message was sent from outside your organization. Never give your login information and password over email!

[Block sender](#)

Here is the power point from tonight.

THANK YOU ALL

Tom Berger
Dubuque Co EMA

From: Tom Berger <Tom.Berger@DBQCOEMA.COM>
Sent: Wednesday, December 27, 2023 4:47 PM
To: Tom Berger <Tom.Berger@DBQCOEMA.COM>
Cc: tiberger721@gmail.com
Subject: Powerpoint

THOMAS I. BERGER, EMA Coordinator

Dubuque County Emergency Management Agency
14928 Public Safety Way
Dubuque, IA 52002-8216
Phone: 563-589-4170 Fax: 563-589-0015
tom.berger@dbqcoema.com



Dubuque County Board of Supervisors
Dubuque County 911 Service Board
Dubuque County Public Safety Answering
Point Agreement

December 27th, 2023

911 Service Board

- ▶ Established in Iowa Code Chapter 34A
- ▶ Political Subdivisions determine representation
- ▶ Voting and Non-Voting Members
- ▶ Municipalities with Public Safety Agency are voting members
- ▶ Fire Departments are voting members
- ▶ Sheriff and Emergency Management Commission

911 Service Board

- ▶ Funding through the wireline and wireless surcharges and access fees
- ▶ Annual revenues of \$587,600 used toward operational expenses of radio system and PSAP equipment
- ▶ Eligible expenses are used for the receipt and disposition of 911 calls.
- ▶ Surcharge falls short of actual expenses

Ineligible Expenses for Surcharge

Chapter 34A.2

Funds deposited in a 911 service fund are appropriated and shall be used for the payment of costs that are limited to nonrecurring and recurring costs directly attributable to the receipt and disposition of the 911 call.

Costs do not include expenditures for any other purpose, and specifically exclude costs attributable to other emergency services or expenditures for buildings or personnel, except for the costs of personnel for database management and personnel directly associated with addressing

Current PSAP Agreement

- ▶ Executed in 2000
- ▶ Establishes the Public Safety Communications Center Committee
- ▶ Outdated language and not reflective of current surcharge usage
- ▶ City of Dubuque presented concerns of cost sharing at 911 Service Board Meeting

Background

- ▶ Current PSAP is only 450 square feet
- ▶ Unable to expand in the DLEC
- ▶ Call volume is increasing and need for more space to accommodate positions
- ▶ Position for regionalization of PSAPs
- ▶ Wold Study in 2012/2013 new building would be 7.5M with 4.2M in technology in 2014

City of Dubuque Concerns

- ▶ Citizens of Dubuque are paying twice through city taxes and then through county taxes
- ▶ Current split is $\frac{2}{3}$ City of Dubuque and $\frac{1}{3}$ County
- ▶ City bearing overhead costs (human resources, legal, city manager, etc.)

Calls for Service

- ▶ 2022 calls for service
 - All agencies – 86,497
 - City of Dubuque Calls – 46,177 (53.4%)
 - Dubuque County Calls – 40,320 (46.6%)
- ▶ 2023 calls for service to date
 - All agencies – 87,184
 - City of Dubuque Calls – 45,632 (52.3 %)
 - Dubuque County Calls – 41,552 (47.7%)

7900 Chavenelle Road

- ▶ Lease/Purchase type agreement. In 5 years Dubuque County will own the space
- ▶ Roughly 12% of the building footprint
- ▶ Condo agreement for expenses
- ▶ 7,300 square feet for County usage – room for expansion
- ▶ Build out to include hardened area
- ▶ Old dispatch area to include back up 911

Highlights / Changes

- ▶ PSAP will relocate to 7900 Chavenelle
- ▶ City will share 50% buildout up to 2.5M
- ▶ Cost share will shift to 50% City and County through Sheriff's Budget
- ▶ Major capital expenses will be funded by County and approved by Board of Supervisors
 - Radio purchases in 2011/2013
 - Radio System purchase in 2017

Highlights / Changes Continued

- ▶ Minor Capital Improvements not funded by surcharge – 50/50 split through budget process
- ▶ Confirms oversight of Public Safety Communications Committee
 - Serve advisory role to City Manager
 - Carry out day to day operations of the 911 Board
 - PSAP employees are City of Dubuque Employees

Highlights / Changes Continued

- ▶ Allows “Direct Administrative Support Costs” from the City to the County
- ▶ Requires the agreement to be reviewed if regionalization occurs or if a different funding source is realized through legislation
- ▶ Adds that the City and County will indemnify each other.

Highlights / Changes Continued

- ▶ CAD system costs are outside of this agreement
- ▶ Information Technology Committee including the City and County will meet and develop a plan to position PSAP for regionalization
- ▶ No change to the Public Safety Communications Center Committee

Recommendation to 911 Board

The Dubuque County Public Safety Communications Committee approved recommending to the 911 Service Board to call a special meeting and to approve the proposed agreement.

Dubuque County Public Safety Communications Committee Meeting
Tuesday, December 19th, 2023

Thank You / Questions?



